

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**IN RE:
MMA LAW FIRM, PLLC
DEBTOR**

MMA LAW FIRM, PLLC
Plaintiff

V.

THE VOORHIES LAW FIRM
Defendants.

CASE NO. 24-31596

ADVERSARY NO. 24-03134

PRELIMINARY INJUNCTION

On April 9, 2024, MMA Law Firm, PLLC (formerly known as McClenny Moseley and Associates) (“**MMA**” or “**Debtor**”) filed a Chapter 11 bankruptcy case in the Southern District of Texas. The Debtor asserts that it has an interest in attorney’s fees and expenses in numerous cases where the Debtor’s former clients or purported clients are now clients of The Voorhies Law Firm (“**Former Cases**”), which cases are reflected on the attached **Exhibit 1**.

- On July 2, 2024, the Debtor filed an Adversary Proceeding against The Voorhies Law Firm (“**Voorhies**”) alleging that Voorhies violated Section 362 of the Bankruptcy Code.
- On July 2, 2024, the Debtor filed an Emergency Motion for Temporary Restraining Order [Docket No. 2] (“**TRO**”).
- On July 8, 2024, the Court entered an “Agreed Temporary Restraining Order” [Docket No. 10].

- On July 17, 2024, the Court entered an “Agreed Extension of Temporary Restraining Order” [Docket No.14].
- On August 1, 2024, the Court entered a “Second Agreed Extension of Restraining Order” [Docket No. 17].

This Agreed Preliminary Injunction is entered into by the Debtor and Voorhies regarding the pending Former Cases. The Debtor and Voorhies hereby agree to, and the Court hereby approves, the terms and procedures set forth below with respect to the Former Cases so that they may proceed to final resolution, and it is therefore:

ORDERED that Defendant Voorhies, and each of its agents, servants, employees and attorneys, including all those acting in concert or in participation with any of them, ARE HEREBY ENJOINED from taking any action, directly or indirectly, to prosecute claims regarding the Debtor’s interest or any entitlement to fees or costs reimbursement in the Former Cases without further order from the Bankruptcy Court; except, it is further

ORDERED that nothing in this Injunction prevents Voorhies from otherwise continuing to prosecute the Former Cases on behalf of its clients and nothing in this Injunction prevents the clients in the Former Cases from recovering their portion of any settlement or award in a Former Case, without further order from this Court (the “**Final Case Resolutions**”), and it is further

ORDERED that the automatic stay under Section 362 of the Bankruptcy Code is modified, to the extent applicable, to allow Voorhies to continue in the prosecution of the Former Cases, including (but not limited to) obtaining judgments, settling, dismissing and/or otherwise finally resolving the Former Cases (the “**Final Case Resolutions**”), and it is further

ORDERED that to the extent Voorhies is entitled to attorneys' fees as a result of any Final Case Resolutions (the "**Attorneys' Fees**"), Voorhies shall hold 45% of such Attorneys' Fees, in trust, in a non-operating Voorhies bank account pending a final determination, either by settlement or entry of an order by a court of competent jurisdiction, of MMA's entitlement to fees and/or costs on account of such Final Case Resolutions (the "**MMA Reserve**"), and it is further

ORDERED that other than the MMA Reserve, the automatic stay under Section 362 of the Bankruptcy Code is modified, to the extent applicable, to allow the final disbursement of any and all proceeds (other than the MMA Reserve) from Final Case Resolutions to: (i) Voorhies clients in the Former Cases, (ii) Voorhies for its fees and costs (net of the MMA Reserve) and (iii) any other appropriate party without further order of the Court and the MMA bankruptcy estate shall have no claim to such funds (save and except the MMA Reserve), and it is further

ORDERED that notwithstanding anything to the contrary in this Order, any insurance company, defendant or other party making payments on account of claims asserted in the Former Cases and/or on account of any Final Case Resolutions may do so without further order of this Court and shall not be subject to any claims by the MMA bankruptcy estate on account of such claims and payments so long as all other provisions of this Order are complied with, and it is further

ORDERED that notwithstanding anything to the contrary in this Order, any insurance company, defendant or other third-party making payments on account of claims asserted in the Former Cases and/or on account of any Final Case Resolutions may do so without further order of this Court and shall not be subject to any claims by the MMA bankruptcy estate on account of such claims and payments, and it is further

ORDERED that Voorhies is authorized to endorse any settlement check or check for fees and/or costs it receives related to Former Cases on behalf of MMA for purposes of disbursing such funds and funding the MMA Reserve in accordance with this Order, however prior to endorsing any settlement check on behalf of MMA (as set forth above), Voorhies shall provide written (electronic/email) notice of its intent to endorse, along with a copy of the check(s) it intends to negotiate, to the Debtor and counsel for the Adversary Debtor. Notice shall be provided to zach@mma-pltc.com, kohlsson@mma-llc.com, and mgooott@walkerandpatterson.com. If there is an objection to Voorhies negotiating any particular check, such objection shall be sent by response email to the sender within two (2) business days. If an email objection is received within 2 business days, the check shall not thereafter be endorsed absent agreement between Voorhies and MMA or Bankruptcy Court order, and it is further

ORDERED that all rights of MMA and Voorhies to the MMA Reserve are expressly reserved, and nothing herein shall constitute an admission by either MMA or Voorhies with respect to their respective entitlement to the funds held in the MMA Reserve, and it is further

ORDERED that except as stated explicitly herein, nothing herein waives either party's rights, whether pursuant to Rule 7012, *forum non conveniens*, withdrawal of the reference, right to jury trial, or otherwise.

Dated: _____

CHIEF UNITED STATES BANKRUPTCY JUDGE

AGREED AS TO FORM AND CONTENT:

By: /s/ Johnie Patterson

Johnie Patterson

SBN 15601700

WALKER & PATTERSON, P.C.

P.O. Box 61301

Houston, TX 77208

jjp@walkerandpatterson.com

713.956.5577 (telephone)

713.956.5570 (fax)

Proposed Counsel for the Debtor

/s/ Albert J. Derbes, IV

ALBERT J. DERBES, IV (TX BAR NO. 24030171)

ERIC J. DERBES (TX BAR NO. 24009844)

THE DERBES LAW FIRM, LLC

3027 Ridgelake Drive

Metairie, LA 70002

Telephone: (504) 837-1230

Facsimile: (504) 832-0322

Email: AJDIV@derbeslaw.com

Email: EDerbes@derbeslaw.com

Attorneys for The Voorhies Law Firm

NAME(S)	JURISDICTION	CASE NO.
Adams, Marjorie	EDLA	23-3749
Adkins, Eric	EDLA	23-4422
Anderson, Wilfred	29th JDC	92943
Andre, Marie D. & Raynaud Jean	24th JDC	845859
Barnes, Ronnie & Dee Dee	21st JDC	2023-2931
Boudoin, Joseph	32nd JDC	197344
Brooks, Larry	EDLA	23-3588
Cantrelle, Adam	EDLA	23-3581
Casmere, Sabrina	EDLA	23-3562
Catalanatto, Myra & Vincent	21st JDC	2023-2975
Cenni, Paolo	21st JDC	2023-2949
Chambers, Isamae	CDC	23-9619
Chaney, Patricia	MDLA	23-1021
Christophe, Lesley & Aaron	CDC	23-8536
Coco, Sarah	24th JDC	846-474
Coleman, Gloria	EDLA	23-5863
Colletti, Colt	24th JDC	845-567
Davis, Michelle	EDLA	23-5970
Duet, Clifton	34th JDC	23-1109
Embry, Kris	CDC	23-9189
Fleegle, Anita	MDLA	23-1114
Fontanille, Mark	EDLA	23-5786
Foret, Alice	EDLA	23-4967
Frank, Benjamin	EDLA	23-4228
Guillot, Kimberly	12th JDC	2023-1466
Gunther, Gregory	EDLA	23-4897
Hall, Shawanda & Charles	24th JDC	845-614
Hammond, Kathleen	EDLA	23-3589
Jackson, Ernest	MDLA	23-1070
Jackson, Lafunzo	MDLA	23-1003
Jarboe, Cody	32nd JDC	197499
Jerome, Joseph	EDLA	23-3770
Jobert, Louis	22nd JDC	2023-14922
Johnson, Alicia	WDLA	24-00029
Jordan, Justin	21st JDC	2023-3169
Lee, Yolanda	40th JDC	80430
McBride, Vernell	32nd JDC	197571
Meyers, Christopher J.	22nd JDC	2023-15316
Morel, Derryl & Bonnie	25th JDC	68-367
Nguyen, John	24th JDC	845-496
Page, Betty	21st JDC	179520
Pierre, Betty	32nd JDC	197569

NAME(S)	JURISDICTION	CASE NO.
Pierre, Letonia	40th JDC	80444
Pitman, Travis L.	21st JDC	179377
Porter, Robert	EDLA	23-4902
Preyer, William Carl	29th JDC	92779
Robertson, Anika	EDLA	23-7387
Robinson, Derrick	EDLA	23-3915
Romain, Justin	24th JDC	844-487
Ruiz, Ronald	EDLA	23-3878
Sims, Barbara	CDC	23-9097
Sinegar, Norman	CDC	23-9128
Smith, III Riley	4th JDC	2023-3148
Solomon, Otheodore	CDC	23-9438
Spriggens, Diana & Robert	CDC	23-9508; 23-9512; 23-9515; 23-9521; 23-9550;
Spriggens, Robert	CDC	23-9409
Steib, Renee	MDLA	23-cv-00708
Thomas, Ellis	21st JDC	2023-3179
Torres, Willie	21st JDC	2022-3830
Triana, Alexis	24th JDC	845-452
Vining, Gustina	21st JDC	2023-3321
Viveiros, Bonnie	MDLA	23-1386
Watts, Quanah	21st JDC	2023-2989
White, Pam	21st JDC	2023-2970
Williams, James	EDLA	23-3839
Willis, Robert	EDLA	23-CV-01387
Young, Roynel	EDLA	23-3594